

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MICROFLEX CORPORATION		06/28/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CIT HEALTHCARE LLC
Street Address:	11 WEST 42ND STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	4183279	HIGH FIVE
Registration Number:	4088102	E-GRIP
Registration Number:	4088101	E-GRIP ENHANCED
Registration Number:	4088098	APPLAUSE
Registration Number:	3500236	SENSATION
Registration Number:	3229326	COBALT
Registration Number:	3327285	NEOGARD
Registration Number:	2936240	ALOE FLEX
Registration Number:	3971065	MEGAPRO
Registration Number:	3553802	ONYX
Registration Number:	3584442	BLAZE
Registration Number:	3595964	INTEGRA
Registration Number:	3680384	ALOESENSE
Registration Number:	3725933	SOFTWEAR

CH \$390.00 4183279

Registration Number: 2526703 A+

CORRESPONDENCE DATA

Fax Number: 6508385109

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 650-838-3743

Email: JLIK@SHEARMAN.COM

Correspondent Name: ZHENG BAO

Address Line 1: 3000 EL CAMINO REAL, 6TH FLOOR

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: PALO ALTO, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER: 34554/160

NAME OF SUBMITTER: ZHENG BAO

Signature: /ZHENG BAO/

Date: 08/01/2013

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 28, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of CIT Healthcare LLC, a Delaware limited liability company ("CIT"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuer (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 2, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders party thereto, the L/C Issuer, and CIT, as Agent for the Lenders and the L/C Issuer, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date with the Credit Agreement, in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer, and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (other than Excluded Property) of such Grantor (the "Trademark Collateral");

- (a) all of the Trademarks, owned by such Grantor, including, without limitation, those referred to on Schedule 1 hereto, but excluding any defined as Excluded Property;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that (i) the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein, and (ii) this Trademark Security Agreement is expressly subject to the terms and provisions thereof and does not modify such terms and provisions or create any additional rights or obligations for any party thereto or hereto.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or electronic transmission shall be effective as delivery of an originally executed counterpart of this Trademark Security Agreement.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

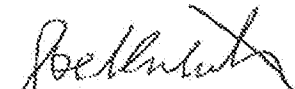
Section 7. Termination. This Agreement shall terminate concurrently with the termination of the Guaranty and Security Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

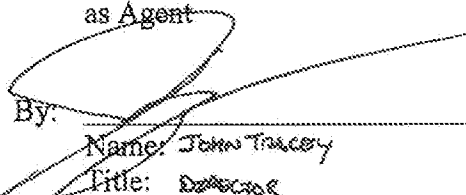
Very truly yours,

MICROFLEX CORPORATION,
as Grantor

By: 
Name: Joe Kubrick
Title: CFO/COO

ACCEPTED AND AGREED
as of the date first above written:

CIT HEALTHCARE LLC,
as Agent

By: 
Name: John Tracey
Title: Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

A. REGISTERED TRADEMARKS

TRADEMARKS	REG. NOS.	DATES OF REGISTRATION
HIGH FIVE	4183279	July 31, 2012
E-GRIP	4088102	January 17, 2012
E-GRIP ENHANCED	4088101	January 17, 2012
APPLAUSE	4088098	January 17, 2012
SENSATION	3500236	September 9, 2008
COBALT	3229326	April 17, 2007
NEOGARD	3327285	October 30, 2007
ALOEFLEX	2936240	March 29, 2005
MEGAPRO	3971065	May 31, 2011
ONYX	3553802	December 30, 2008
BLAZE	3584442	March 3, 2009
INTEGRA	3595964	March 24, 2009
ALOESENSE	3680384	September 8, 2009
SOFTWEAR	3725933	December 15, 2009
A+	2526703	January 8, 2002

B. TRADEMARK APPLICATIONS

None.